

Eugene P. Ramirez (State Bar No. 134865)  
*eugene.ramirez@manningkass.com*  
Lynn Carpenter (State Bar No. 310011)  
*lynn.carpenter@manningkass.com*  
Kayleigh Andersen (State Bar No. 306442)  
*kayleigh.andersen@manningkass.com*  
**MANNING & KASS**  
**ELLROD, RAMIREZ, TRESTER LLP**  
801 S. Figueroa St, 15th Floor,  
Los Angeles, California 90017-3012  
Telephone: (213) 624-6900  
Facsimile: (213) 624-6999

Attorneys for Defendant, COUNTY OF  
SAN BERNARDINO

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

SAMANTHA ARREDONDO,  
individually and as Successor in Interest  
to Samuel Arredondo, deceased,

Plaintiff,

v.

COUNTY OF SAN BERNARDINO, a  
municipal entity, and DOES 1-10,  
Inclusive,

Defendants.

Case No. 5:24-cv-00163-KK-DTB

**STIPULATED PROTECTIVE  
ORDER; [~~PROPOSED~~] ORDER**

*Action Filed: 01/23/24*

**TO THE HONORABLE COURT:**

By and through their counsel of record in this action, SAMANTHA ARREDONDO ("Plaintiff"), and COUNTY OF SAN BERNARDINO ("Defendant") – the parties – hereby stipulate for the purpose of jointly requesting that the honorable Court enter a protective order re confidential documents in this matter [and pursuant to Fed. R. Civ. P. 5.2, 7, and 26, as well as U.S. Dist. Ct., S.D. Cal., Local Rules 7-1 and 52-4.1; and any applicable Orders of the Court] – as follows:

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1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

B. GOOD CAUSE STATEMENT

Defendant contends that peace officers have a federal privilege of privacy in their personnel file records: a reasonable expectation of privacy therein that is underscored, specified, and arguably heightened by the *Pitchess* protective procedure of California law. *See Sanchez v. Santa Ana Police Dept.*, 936 F.2d 1027, 1033-1034 (9th Cir. 1990); *Hallon v. City of Stockton*, 2012 U.S. Dist. LEXIS 14665, \*2-3, 12-13 (E.D. Cal. 2012) (concluding that “while “[f]ederal law applies to privilege based discovery disputes involving federal claims,” the “state privilege law which is consistent with its federal equivalent significantly assists in applying [federal] privilege law to discovery disputes”); *Soto v. City of Concord*, 162 F.R.D. 603, 613 n. 4, 616 (N.D. Cal. 1995) (peace officers have constitutionally-based “privacy rights [that] are not inconsequential” in their police personnel records); *cf.* Cal. Penal Code §§ 832.7, 832.8; Cal. Evid. Code §§ 1040-1047. Defendant further contends that uncontrolled disclosure of such personnel file information can threaten the safety of

1 non-party witnesses, officers, and their families/associates.

2 Second, Defendant contends that municipalities and law enforcement agencies  
3 have federal deliberative-executive process privilege, federal official information  
4 privilege, federal law enforcement privilege, and attorney-client privilege (and/or  
5 attorney work product protection). Defendant further contends that personnel file  
6 records are restricted from disclosure by the public entity's custodian of records  
7 pursuant to applicable California law and that uncontrolled release is likely to result in  
8 needless intrusion of officer privacy; impairment in the collection of third-party  
9 witness information and statements and related legitimate law enforcement  
10 investigations/interests; and a chilling of open and honest discussion regarding and/or  
11 investigation into alleged misconduct that can erode a public entity's ability to identify  
12 and/or implement any remedial measures that may be required.

13 In light of the nature of the claims and allegations in this case and the parties'  
14 representations that discovery in this case will involve the production of confidential  
15 records, and in order to expedite the flow of information, to facilitate the prompt  
16 resolution of disputes over confidentiality of discovery materials, to adequately protect  
17 information the parties are entitled to keep confidential, to ensure that the parties are  
18 permitted reasonable necessary uses of such material in connection with this action, to  
19 address their handling of such material at the end of the litigation, and to serve the ends  
20 of justice, a protective order for such information is justified in this matter. The parties  
21 shall not designate any information/documents as confidential without a good faith  
22 belief that such information/documents have been maintained in a confidential, non-  
23 public manner, and that there is good cause or a compelling reason why it should not  
24 be part of the public record of this case.

25 2. DEFINITIONS.

26 2.1 Action: The above-captioned federal lawsuit.

27 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
28 of information or items under this Order.

1           2.3    “CONFIDENTIAL” Information or Items: information (regardless of  
2 how it is generated, stored or maintained) or tangible things that qualify for protection  
3 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
4 Statement.

5           2.4    Counsel: Outside Counsel of Record and House Counsel (as well as their  
6 support staff).

7           2.5    Designating Party: a Party or Non-Party that designates information or  
8 items that it produces in disclosures or in responses to discovery as  
9 “CONFIDENTIAL.”

10          2.6    Disclosure or Discovery Material: all items or information, regardless of  
11 the medium or manner in which it is generated, stored, or maintained (including, among  
12 other things, testimony, transcripts, and tangible things), that are produced or generated  
13 in disclosures, responses to discovery, deposition testimony, document productions,  
14 and exchange of electronically stored information (“ESI”) in the Action.

15          2.7    Expert: a person with specialized knowledge or experience in a matter  
16 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
17 expert witness or as a consultant in this Action.

18          2.8    House Counsel: attorneys who are employees of a party to this Action.  
19 House Counsel does not include Outside Counsel of Record or any other outside  
20 counsel.

21          2.9    Non-Party: any natural person, partnership, corporation, association, or  
22 other legal entity not named as a Party to this action.

23          2.10   Outside Counsel of Record: attorneys who are not employees of a party  
24 to this Action but are retained to represent or advise a Party to this Action and have  
25 appeared in this Action on behalf of that Party or are affiliated with a law firm which  
26 has appeared on behalf of that Party, including support staff.

27          2.11   Party: any party to this Action, including all of its officers, directors,  
28 employees, consultants, retained experts, and Outside Counsel of Record (and their

1 support staffs).

2 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
3 Discovery Material in this Action.

4 2.13 Professional Vendors: persons or entities that provide litigation support  
5 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
6 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
7 their employees and subcontractors.

8 2.14 Protected Material: any Disclosure or Discovery Material that is  
9 designated as “CONFIDENTIAL.”

10 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
11 from a Producing Party.

### 12 3. SCOPE

13 The protections conferred by this Stipulation and Order cover not only Protected  
14 Material (as defined above), but also (1) any information copied or extracted from  
15 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
16 Material; and (3) any testimony, conversations, or presentations by Parties or their  
17 Counsel that might reveal Protected Material.

18 Any use of Protected Material during a court hearing or at trial shall be governed  
19 by the orders of the presiding judge. This Order does not govern the use of Protected  
20 Material during a court hearing or at trial.

### 21 4. DURATION

22 Even after final disposition of this litigation, the confidentiality obligations  
23 imposed by this Order shall remain in effect until a Designating Party agrees otherwise  
24 in writing or a court order otherwise directs. Final disposition shall be deemed to be  
25 the later of (1) dismissal of all claims and defenses in this Action, with or without  
26 prejudice; and (2) final judgment herein after the completion and exhaustion of all  
27 appeals, rehearings, remands, trials, or reviews of this Action, including the time  
28 limits for filing any motions or applications for extension of time pursuant to

1 applicable law.

2 5. DESIGNATING PROTECTED MATERIAL

3 5.1 Exercise of Restraint and Care in Designating Material for Protection.

4 Each Party or Non-Party that designates information or items for protection under  
5 this Order must take care to limit any such designation to specific material that  
6 qualifies under the appropriate standards. The Designating Party must designate for  
7 protection only those parts of material, documents, items, or oral or written  
8 communications that qualify so that other portions of the material, documents, items,  
9 or communications for which protection is not warranted are not swept unjustifiably  
10 within the ambit of this Order.

11 Mass, indiscriminate, or routinized designations are prohibited. Designations  
12 that are shown to be clearly unjustified or that have been made for an improper  
13 purpose (e.g., to unnecessarily encumber the case development process or to impose  
14 unnecessary expenses and burdens on other parties) may expose the Designating  
15 Party to sanctions.

16 If it comes to a Designating Party's attention that information or items that it  
17 designated for protection do not qualify for protection, that Designating Party must  
18 promptly notify all other Parties that it is withdrawing the inapplicable designation.

19 5.2 Manner and Timing of Designations. Except as otherwise provided in  
20 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
21 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
22 under this Order must be clearly so designated before the material is disclosed or  
23 produced.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic documents,  
26 but excluding transcripts of depositions), that the Producing Party affix at a minimum,  
27 the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend") to each page  
28 that contains protected material. If only a portion or portions of the material on a page



1 qualifies for protection, the Producing Party also must clearly identify the protected  
2 portion(s) (e.g., by making appropriate markings in the margins).

3 A Party or Non-Party that makes original documents available for inspection  
4 need not designate them for protection until after the inspecting Party has indicated  
5 which documents it would like copied and produced. During the inspection and before  
6 the designation, all of the material made available for inspection shall be deemed  
7 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants  
8 copied and produced, the Producing Party must determine which documents, or  
9 portions thereof, qualify for protection under this Order. Then, before producing the  
10 specified documents, the Producing Party must affix the “CONFIDENTIAL” legend  
11 to each page that contains Protected Material. If only a portion or portions of the  
12 material on a page qualifies for protection, the Producing Party also must clearly  
13 identify the protected portion(s) (e.g., by making appropriate markings in the  
14 margins).

15 (b) for testimony given in depositions that the Designating Party identifies on  
16 the record, before the close of the deposition as protected testimony.

17 (c) for information produced in some form other than documentary and for any  
18 other tangible items, that the Producing Party affix in a prominent place on the exterior  
19 of the container or containers in which the information is stored the legend  
20 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
21 protection, the Producing Party, to the extent practicable, shall identify the protected  
22 portion(s).

23 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
24 failure to designate qualified information or items does not, standing alone, waive  
25 the Designating Party’s right to secure protection under this Order for such material.  
26 Upon timely correction of a designation, the Receiving Party must make reasonable  
27 efforts to assure that the material is treated in accordance with the provisions of this  
28 Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as



1 well as employees of said Outside Counsel of Record to whom it is reasonably  
 2 necessary to disclose the information for this Action;

3 (b) the officers, directors, and employees (including House Counsel) of the  
 4 Receiving Party to whom disclosure is reasonably necessary for this Action;

5 (c) Experts (as defined in this Order) of the Receiving Party to whom  
 6 disclosure is reasonably necessary for this Action and who have signed the  
 7 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

8 (d) the court and its personnel;

9 (e) court reporters and deposition videographers and their staff;

10 (f) professional jury or trial consultants, mock jurors, and Professional  
 11 Vendors to whom disclosure is reasonably necessary for this Action and who have  
 12 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (g) the author or recipient of a document containing the information or a  
 14 custodian or other person who otherwise possessed or knew the information;

15 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
 16 Action to whom disclosure is reasonably necessary provided:

17 (1) the deposing party requests that the witness sign the form attached as  
 18 Exhibit 1 hereto; and

19 (2) they will not be permitted to keep any confidential information unless  
 20 they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless  
 21 otherwise agreed by the Designating Party or ordered by the court. Pages of  
 22 transcribed deposition testimony or exhibits to depositions that reveal Protected  
 23 Material may be separately bound by the court reporter and may not be disclosed to  
 24 anyone except as permitted under this Stipulated Protective Order; and

25 (i) any mediator or settlement officer, and their supporting personnel,  
 26 mutually agreed upon by any of the parties engaged in settlement discussions.

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1     8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
 2     OTHER LITIGATION

3             If a Party is served with a subpoena or a court order issued in other litigation that  
 4     compels disclosure of any information or items designated in this Action as  
 5     “CONFIDENTIAL,” that Party must:

6             (a) promptly notify in writing the Designating Party. Such notification  
 7     shall include a copy of the subpoena or court order;

8             (b) promptly notify in writing the party who caused the subpoena or order to  
 9     issue in the other litigation that some or all of the material covered by the subpoena or  
 10    order is subject to this Protective Order, including a copy of this Stipulated Protective  
 11    Order; and

12            (c) cooperate with respect to all reasonable procedures sought to be pursued  
 13    by the Designating Party whose Protected Material may be affected.

14            If the Designating Party timely seeks a protective order, the Party served with  
 15    the subpoena or court order shall not produce any information designated in this action  
 16    as “CONFIDENTIAL” before a determination by the court from which the subpoena  
 17    or order issued, unless the Party has obtained the Designating Party’s permission, or  
 18    unless otherwise required by the law or court order. The Designating Party shall bear  
 19    the burden and expense of seeking protection in that court of its confidential material.  
 20    Nothing in these provisions should be construed as entitling a Receiving Party in this  
 21    Action to disobey a lawful directive from another court.

22     9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
 23     IN THIS LITIGATION

24            (a) The terms of this Order are applicable to information produced by a Non-  
 25    Party in this Action and designated as “CONFIDENTIAL.” Such information  
 26    produced by Non-Parties in connection with this litigation is protected by the remedies  
 27    and relief provided by this Order. Nothing in these provisions should be construed  
 28    as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

#### 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and

1 Agreement to Be Bound” that is attached hereto as Exhibit A.

2 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
 3 PROTECTED MATERIAL

4 When a Producing Party gives notice to Receiving Parties that certain  
 5 inadvertently produced material is subject to a claim of privilege or other protection,  
 6 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
 7 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
 8 may be established in an e-discovery order that provides for production without prior  
 9 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
 10 parties reach an agreement on the effect of disclosure of a communication or  
 11 information covered by the attorney-client privilege or work product protection, the  
 12 parties may incorporate their agreement in the stipulated protective order submitted to  
 13 the court.

14 12. MISCELLANEOUS

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
 16 person to seek its modification by the Court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
 18 Protective Order no Party waives any right it otherwise would have to object to  
 19 disclosing or producing any information or item on any ground not addressed in this  
 20 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
 21 ground to use in evidence of any of the material covered by this Protective Order.

22 12.3 Filing Protected Material. A Party that seeks to file under seal any  
 23 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
 24 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
 25 Protected Material at issue. If a Party's request to file Protected Material under seal is  
 26 denied by the court, then the Receiving Party may file the information in the public  
 27 record unless otherwise instructed by the court.

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1     13.     FINAL DISPOSITION

2           After the final disposition of this Action, as defined in paragraph 4, within 60  
3 days of a written request by the Designating Party, each Receiving Party must return  
4 all Protected Material to the Producing Party or destroy such material. As used in  
5 this subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
6 summaries, and any other format reproducing or capturing any of the Protected  
7 Material. Whether the Protected Material is returned or destroyed, the Receiving  
8 Party must submit a written certification to the Producing Party (and, if not the same  
9 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
10 (by category, where appropriate) all the Protected Material that was returned or  
11 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
12 abstracts, compilations, summaries or any other format reproducing or capturing any  
13 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
14 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
15 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
16 reports, attorney work product, and consultant and expert work product, even if such  
17 materials contain Protected Material. Any such archival copies that contain or  
18 constitute Protected Material remain subject to this Protective Order as set forth in  
19 Section 4 (DURATION).

20     14.     Any violation of this Order may be punished by any and all appropriate measures  
21 including, without limitation, contempt proceedings and/or monetary sanctions.

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
2

3 DATED: May 22, 2024

**MANNING & KASS  
ELLROD, RAMIREZ, TRESTER LLP**

6 By: / s/ Kayleigh A . Andersen  
7 Eugene P. Ramirez  
8 Lynn L. Carpenter  
9 Kayleigh Andersen  
10 Attorneys for Defendant, COUNTY OF  
11 SAN BERNARDINO

12 DATED: May 22, 2024

**THE COCHRAN FIRM**

14 By: Brian T. Dunn  
15 Brian T. Dunn, Esq.  
16 Attorney for Plaintiff, SAMANTHA  
17 ARREDONDO  
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MANNING & KASS  
ELLROD, RAMIREZ, TRESTER LLP  
ATTORNEYS AT LAW



1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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3  
4 DATED: May 22, 2024

A handwritten signature in black ink, appearing to read "David T. Bristow", is written over a horizontal line.

Honorable David T. Bristow  
United States Magistrate Judge

**EXHIBIT A****ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under  
 penalty of perjury that I have read in its entirety and understand the Stipulated  
 Protective Order that was issued by the United States District Court for the Central  
 District of California on \_\_\_\_\_ in the case of ARREDONDO v. COUNTY  
 OF SAN BERNARDINO, et al., Case No. 5:24-cv-00163-KK-DTB. I agree to comply  
 with and to be bound by all the terms of this Stipulated Protective Order and I  
 understand and acknowledge that failure to so comply could expose me to sanctions  
 and punishment in the nature of contempt. I solemnly promise that I will not disclose  
 in any manner any information or item that is subject to this Stipulated Protective  
 Order to any person or entity except in strict compliance with the provisions of this  
 Order.

I further agree to submit to the jurisdiction of the United States District Court  
 for the Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this action. I hereby appoint \_\_\_\_\_ [print or  
 type full name] of \_\_\_\_\_ [print or type full  
 address and telephone number] as my California agent for service of process in  
 connection with this action or any proceedings related to enforcement of this Stipulated  
 Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed:

\_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_